defendant then introduced evidence proving that the second defendant was, and that he was not, negligent. A rule of court allows defendants to be sued in the alternative. (COUNTY COURT RULES, Order III, rule 5.) *Held*, that a new trial be granted. *Hummerstone* v. *Leary*, [1921] 2 K. B. 664.

The common-law rule that only parties who have a unity of interest may be joined as defendants still exists in the majority of American jurisdictions. See *Casey Pure Milk Co.* v. *Booth Fisheries Co.*, 124 Minn. 117, 144 N. W. 450; *Brown* v. *Ill. Central R. R.*, 100 Ky. 525, 38 S. W. 862. In such jurisdictions, if the plaintiff, suing several defendants jointly, fails to make out a *prima facie* case against one, the action against such defendant may properly be dismissed at the conclusion of the plaintiff's evidence. *Potomac Elec. Power Co.* v. *Hemler*, 47 App. D. C. 34. A few states, however, have adopted the English practice of allowing defendants to be sued in the alternative. 1919 WISC. STAT., § 2603; 1912 N. J. PRACTICE ACT, § 6, N. J. COMP. STAT., FIRST SUPP., p. 1204, § 95; 1909 R. I. GEN. LAWS, c. 283, § 20; 1920 N. Y. CIVIL PRACTICE ACT, § 211; CONN. RULES OF PRACTICE, c. 1, § 3, 58 Conn. 561, 20 Atl. v. Where such practice prevails, the plaintiff makes out a *prima facie* case against all defendants joined in the alternative by evidence that one of them is liable, without specifying which one. See ODGERS, PLEADING AND PRACTICE, 8 ed., 30. It should make no difference that the plaintiff goes further, as in the principal case, and gives evidence tending to prove which one of the defendants is liable. In allowing the defendants to be sued in the alternative, it is recognized that their interests may be adverse. See *Bennets & Co.* v. *McIlwraith & Co.*, [1896] 2 Q. B. 464; *Crouse* v. *Perth Amboy Publ. Co.*, 85 N. J. L. 476, 89 Atl. 1003. It follows that the case against any one defendant is not completed until all the evidence, not only of the plaintiff but also of the other defendants, is produced. See 46 L. J. 746.

CARRIERS — PERSONAL INJURIES TO PASSENGERS — LIABILITY FOR CRIMINAL ACTS OF THIRD PERSONS — PROXIMATE CAUSE. — The plaintiff, a girl of eighteen, was carried seven-tenths of a mile past her station by the defendant railroad, shortly before twilight. She got off the train in the open country, and it was necessary, in walking to her station, to pass a notorious "hoboes' hollow." On her way she was twice raped. In an action for personal injuries, she recovered a verdict and judgment. *Held*, that the judgment be reversed and the cause remanded, to determine whether the plaintiff left the train voluntarily; if she did not, judgment to be entered for the plaintiff. *Hines* v. *Garrett*, 108 S. E. 690 (Va.).

The defendant carrier owed the plaintiff a duty to use reasonable care to prevent injury growing out of their relationship. *Pugh* v. *Washington Ry. & Electric Co.*, 113 Atl. 732 (Md.); *McKellar* v. *Yellow Cab Co.*, 181 N. W. 348 (Minn.). It may be argued that the defendant, having carried the plaintiff beyond her station, owed her a duty not to let her get off without warning her of the danger of the place, even if she got off voluntarily. If the defendant put her off, its action may well be held a violation of its duty to discharge passengers only at reasonably safe places. *Gott* v. *Kansas City Rys. Co.*, 222 S. W. 827 (Mo.); *Louisville & N. R. R. Co.* v. *Roney*, 127 S. W. 158 (Ky.); *Terre Haute & Ind. R. R. Co.* v. *Buck*. 96 Ind. 346. Assuming a violation of duty, the court considered proximate causation established. Such a criminal assault as occurred was risked by the situation created by the defendant. The conclusion on causation is sound in principle, though inconsistent with authority. See Joseph H. Beale, "The Proximate Consequences of an Act," 33 HARV. L. REV. 633, 657. See 32 HARV. L. REV. 293. *Cf. Carter* v. *Atlantic Coast Line R. R. Co.*, 109 S. C. 119, 95 S. E. 357; *Andrews* v. *Kinsel*, 114 Ga. 390, 40 S. E. 300; *Sira* v. *Wabash R. R. Co.*, 115 Mo. 127, 21 S. W. 905. In case the proposed view of causation be rejected, it may still be argued, as the

court suggests, that the plaintiff did not cease to be a passenger if she was put off the train improperly; and that she therefore still had a right to protection by the defendant against foreseeable assault. *Cf. Williams* v. *East St. Louis & S. Ry. Co.*, 232 S. W. 759 (Mo. App.); *Missouri K. & T. Ry. of Texas* v. *Silber*, 209 S. W. 188 (Tex. App.). This theory, however, is open to criticism in that its basis is an artificial conception of status.

CONFLICT OF LAWS — DOCTRINE OF *RENVOI* — APPLICATION TO SISTER STATE MARRIAGES. — The defendant was domiciled with her husband in Texas. He left her and secured a divorce in Nevada upon constructive service. Meanwhile the defendant had become domiciled in Missouri. The plaintiff, a New York citizen, married the defendant in Washington, D. C., and now sues to annul the marriage. *Held*, that the case be remanded to ascertain what effect Missouri would give to the Nevada divorce. *Ball* v. *Cross*, 132 N. E. 106 (N. Y.).

For a discussion of the principles involved, see NOTES, *supra*, p. 454.

CONFLICT OF LAWS — RECOGNITION OF FOREIGN JUDGMENTS — JUDGMENT RENDERED ON CAUSE OF ACTION NOT ENFORCEABLE IN THE FORUM. — The claimant secured in Malta a judgment ordering the plaintiff's testator to pay for the support of their illegitimate child, according to the provisions of Maltese law. The claimant now appears in the English administration proceedings as a judgment creditor. *Held*, that the claim be disallowed. *In re Macartney*, [1921] 1 Ch. 522.

A right of action given by foreign law will generally not be enforced if it is not essentially compensatory. *Adams* v. *Fitchburg R. R. Co.*, 67 Vt. 76, 30 Atl. 687. See MINOR, CONFLICT OF LAWS, § 10; 26 HARV. L. REV. 172. *Cf. Huntington* v. *Attrill*, 146 U. S. 657, 666–668; *Huntington* v. *Attrill*, [1893] A. C. 150, 156–158; 32 HARV. L. REV. 172. This is true even when judgment has been obtained in the foreign country. *Arkansas* v. *Bowen*, 3 App. D. C. 537. See *Wisconsin* v. *Pelican Ins. Co.*, 127 U. S. 265, 289–291. *Contra* (under full faith and credit clause of the United States Constitution), *Healy* v. *Root*, 11 Pick. (Mass.) 389; *Schuler* v. *Schuler*, 209 Ill. 522, 71 N. E. 16; *State ex rel. Stone* v. *Helmer*, 21 Iowa, 370. An obligation to support an illegitimate child is within this rule. *Graham* v. *Monsergh*, 22 Vt. 543. See *State ex rel. Stone* v. *Helmer*, *supra*, at 371; 1 WHARTON, CONFLICT OF LAWS, 3 ed., § 4. See also *De Brimont* v. *Penniman*, 10 Blatchf. (U. S.) 436 (S. D. N. Y.). The principal case therefore seems clearly sound. Some hesitation was, however, occasioned by the doubts of an eminent textwriter: "An action (*semble*) cannot be maintained on a valid judgment if the cause of action in respect of which the judgment was obtained was of such a character that it would not have supported an action in England (?)." DICEY, CONFLICT OF LAWS, 2 ed., 414. This doubt is, it is submitted, due to the fact that the statement really covers two entirely dissimilar cases: (1) where the court where the judgment is sued upon considers that the court which rendered the judgment made an error of law or fact in holding that there was a cause of action; (2) where the judgment was rendered upon a cause of action admittedly valid, but one which the court where the judgment is sued upon would not enforce because of policy, *e. g.* one not essentially compensatory. As meaning the former, the statement plainly conflicts with the well-settled rule that a mistake does not impair the binding force of a judgment. *Fisher, Brown & Co.* v. *Fielding*, 67 Conn. 91, 34 Atl. 714; *Godard* v. *Gray*, L. R. 6 Q. B. 139. See DICEY, CONFLICT OF LAWS, 2 ed., 407. As meaning the latter, the statement is irrecusable; the same policy which refuses to enforce the original cause of action would refuse to enforce a judgment rendered upon it. The principal case falls within this second meaning. See, *accord*, *De Brimont* v. *Penniman*, *supra*.